

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-03-10785		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>01:00 PM</u> local time <u>10/1/2003</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME ROBERT M. MINJACK		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-4794		EXT.		C. E-MAIL ADDRESS minjack.robert@epa.gov	

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**OFFER** (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE	

**AWARD** (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 4,478 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within **five (5)** calendar days after its receipt. The Contractor shall begin



work immediately upon receipt of a work assignment.

Within **fifteen (15)** calendar days after receipt of a work assignment, the Contractor shall submit **two (2) copies** of a work plan to the **Project Officer** and **one (1) copy** to the **Contracting Officer**. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within **thirty (30)** calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within **thirty (30)** calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \$0.00.
- (b) The fixed fee is \$0.00.
- (c) The total estimated cost and fixed fee is \$0.00.

**B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Base Year:

Travel	\$14,305.00
Other Direct Costs	<u>\$31,473.00</u>
Total ODCs	\$45,778.00

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \_\_\_\_\_ is allotted to cover estimated cost. Funds in the amount of \_\_\_\_\_ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through \_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Work Assignments (WAs) issued by the Contracting Officer (CO).

**C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)**

The Contractor's technical proposal entitled, "\_\_\_\_\_ " dated \_\_\_\_\_, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this

contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with

the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer (PO)/Work Assignment Manager (WAM) is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

PO's and/or WAM's Official Duty Station



## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

#### **NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

### **F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION**

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 1.

### **F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)**

(a) The Contractor shall furnish 4 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining

approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 30 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
-----	-----
1	Administrative Contracting Officer
1	Contract Specialist
2	Project Officer

#### **F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

#### **F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_ exclusive of all required reports.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

### **G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)**

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment \_\_\_\_\_.

### **G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)**

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

### **G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings.

When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center  
 Period  
 Rate  
 Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
 Period  
 Rate  
 Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)**

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's

organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

#### Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

#### **G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:



TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.8 OMB CIRCULAR A-133 AUDITS (EP 52.242-110) (DEC 1990)**

The Office of Management and Budget (OMB) issued Circular A-133, effective on its Federal Register publication date of March 16, 1990, to establish audit requirements and define Federal responsibilities for implementing and monitoring such requirements for institutions of higher education and other nonprofit institutions receiving Federal awards.

(a) Institutions of higher education and other nonprofit organizations which receive \$100,000 or more in a year in Federal awards, including cost-type contracts, grants, cooperative agreements, and loans, must have an audit made for that year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."

(b) If the amount of Federal awards is more than \$25,000 but less than \$100,000, an audit must be made for that year, in accordance with Circular A-133, or must be made of each Federal award.

(c) Nonprofit organizations (including institutions of higher education) receiving less than \$25,000 in a year in Federal awards are exempt from these audit requirements but must make records available for review by appropriate EPA officials.

(d) Definitions of various terms are contained in Circular A-133. The following are provided for convenience.

(1) "Award" means financial assistance and Federal cost-type contracts used to buy services or goods for the use of the Federal Government. It includes awards received directly from the Federal agencies or indirectly through recipients. It does not include procurement contracts to vendors under grants or contracts used to buy goods or services. Audits of such vendors (subcontractors) shall be covered by the terms and conditions of the contract.

(2) "Nonprofit institution" means any corporation, trust, association, cooperative or other organization which (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses its net proceeds to maintain, improve, and/or expand its operations. The term "nonprofit institutions" includes institutions of higher education, except those institutions that are audited as part of single audits in accordance with Circular A-128, "Audits of State and Local Governments." The term does not include hospitals which are not affiliated with an institution of higher

education or State and local governments and Indian tribes covered by Circular A-128.

**G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned \_\_\_\_\_. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

\_\_\_\_\_

**G.10 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

**None**

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

**- Refer to Statement of Work**

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not

delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well

as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

## **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of

Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,' ' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property

may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed

receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost\*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint

Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,

Timeliness of Performance,  
Business Relations,  
Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days

after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

**H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	Award Date + 1 Years	Award Date + 2 Years
Option Period II	Award Date + 2 Years	Award Date + 3 Years
Option Period III	Award Date + 3 Years	Award Date + 4 Years
Option Period IV	Award Date + 4 Years	Award Date + 5 Years

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
Option Period I	4,478
Option Period II	4,478
Option Period III	4,478
Option Period IV	4,478

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
I			
II			
III			
IV			

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Option Period	Estimated ODC Costs	Estimated Travel Costs	Total
I	\$14,734.00	\$32,417.00	\$47,151.00
II	\$15,176.00	\$33,390.00	\$48,566.00
III	\$15,631.00	\$34,391.00	\$50,022.00
IV	\$16,100.00	\$35,423.00	\$51,523.00

**H.7 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by: **4,478 hours**.

The Government may issue a maximum of **two (2)** orders to increase the level of effort in multiples of **2,239 hours** during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base			
Option I			
Option II			
Option III			
Option IV			

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Period	Estimated ODC Costs	Estimated Travel Costs	Total
Base	\$14,305.00	\$31,473.00	\$45,778.00
Option I	\$14,734.00	\$32,417.00	\$47,151.00
Option II	\$15,176.00	\$33,390.00	\$48,566.00
Option III	\$15,631.00	\$34,391.00	\$50,022.00
Option IV	\$16,100.00	\$35,423.00	\$51,523.00

**H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations



in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

#### **H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer.

If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.12 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)**

As provided in paragraph (a) (1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

#### **H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a

written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.16 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT  
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.17 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT  
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor

shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its

confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of

Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.19 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 60 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall



submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

## **H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work

assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

- Project Officer
- Deputy Project Officer

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.22 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.23 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

**H.24 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)  
(APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.25 SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR  
THE ENVIRONMENTAL PROTECTION AGENCY (EP-S 02-01) (JAN 2002)**

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(e) Whenever a contractor becomes aware that the retention of an employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

**H.26 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (LOCAL LRT-31-16) (DEC 2001)**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH

		DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative

standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the current contract period of performance.

### **I.5 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999) DEVIATION**

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of **10 percent** to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.



(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

#### **I.6 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20

U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the

cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

#### **I.7 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

#### **I.8 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

#### **I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C.

4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.11 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only

for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to

willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such



commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

## **I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[ Insert one or more Internet addresses ]

**I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
1	Statement of Work: BEAD Laboratories Support Mission Contract
2	Minimum Standards for Conflict of Interest Plan
3	Invoice Preparation Instructions
4	Past Performance Questionnaire
5	Client Authorization Letter
6	Subcontracting Plan Outline
7	Proposal Preparation Instructions

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required



information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### **K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is \$6.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business

Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or

subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33;

or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official),

as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror

is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES      ☐ NO

## K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.



"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.  
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.  
☐ Asian or Pacific Islander.  
☐ Black or African American.  
☐ White.

**K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.15 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.16 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

**L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)**

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in

the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not

be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines

that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

### **L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a Cost-Plus-Fixed-Fee-Level of Effort Type contract resulting from this solicitation.

### **L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Eula L. Irick

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 SITE VISIT (FAR 52.237-1) (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[Insert one or more Internet addresses ]

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which



describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of **17 January 2004** and that the required effort will be uniformly incurred throughout each contract period.

**L.10 SUBMITTAL OF CONFLICT OF INTEREST PLAN**

Offerors shall submit an Organizational Conflict of Interest (COI) Plan which identifies the procedures in place to identify and report COIs, whether actual or potential, throughout the period of performance of the contract. The plan shall address step by step the checks and balances in place to detect potential or actual COI, organizationally and with personnel, in accordance with the provision Minimum Standards for Conflicts of Interest Plans.

The Organizational Conflict of Interest Plan shall be negotiated within the time specified by the Contracting Officer and incorporated into any resulting contract. The plan shall be evaluated in accordance with the provision in Section M entitled "Evaluation of Conflict of Interest Plan". The Plan will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of the offeror's costs, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award.

Offerors shall review the provision "ORGANIZATION CONFLICT OF INTEREST NOTIFICATION" prior to the preparation of the Organizational Conflict of Interest plan.

**L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$10,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.12 DISCLOSURE OF CONFLICT OF INTEREST**

(a) Provision K.14, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether or not it is aware of any potential organizational conflict of interest. If the offeror is aware of any potential conflict of interest, the Provision L.7, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any present or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

\_\_\_\_\_(b) The Agency has determined that an actual or potential conflict of interest could exist or arise in relation to the requirement of this solicitation if a firm has a relationship with or interest in firms associated with the manufacturing, import, processing, distribution, and use of PCB's, fibers such as asbestos, dioxin and furan materials that are subject to regulatory activities under Federal environmental statutes such as, TSCA and AHERA, in support of the mission of EPA's Office of Prevention, Pesticides, and Toxic Substances.

(c) In addition, a potential organizational conflict of interest may exist with firms that provide consulting and/or technical services to firms in the chemical industry. Likewise, a COI would exist if the contractor acts in a consulting or advisory capacity with, or for, firms trying to overturn or circumvent the regulations which are the intended outcome of this contract.

(d) Firms responding to this solicitation are required to disclose such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflicts can be avoided, mitigated, or neutralized. The Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(e) The purpose of requiring the information covered by paragraph (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirement of the proposed contract and that such experience is often gained through provision of consulting or related technical services to individual members of the regulated community. Accordingly, the fact that a firm has, is or plans to work for entities of the regulated community will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. There is a concern, however, that firms

which depend to a considerable extent on commercial work from the regulated industries covered by this solicitation may have an inherent bias in favor of the regulated industries. The more dependent an offeror is upon commercial work for the regulated industries, the greater concern the Agency will have. There is no set formula for determining how much business with the regulated community would result in a determination by the contracting Officer that award to a particular Offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating, or neutralizing such conflicts. In summary the Agency is seeking a technically qualified firm which can demonstrate that its base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

**L.13 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **15** calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.15 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts:

Option	Estimated	Estimated	
Period	ODC Costs	Travel Costs	<u>Total</u>

See Attachment (7) Proposal Preparation Instructions

**L.16 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of

the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they

shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,  
Office of Small and Disadvantaged Business Utilization,  
U.S. Environmental Protection Agency,  
Ariel Rios Building (1230A),  
1200 Pennsylvania Avenue, NW,  
Washington, DC 20460,  
Telephone: (202) 564-4322,  
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,  
RTP Procurement Operations Division (E105-02),  
U.S. Environmental Protection Agency,  
Research Triangle Park, NC 27711,  
Telephone: (919) 541-2249,  
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,  
Cincinnati Procurement Operations Division (CPOD-Norwood),  
U.S. Environmental Protection Agency,  
26 West Martin Luther King Drive,  
Cincinnati, OH 45268,  
Telephone: (513) 487-2024  
Fax: (513) 487-2004.

#### **L.17 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72)**



**(OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

**L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)**  
**(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: \_\_\_\_\_

(b) 8(a) Program: Not Applicable

**L.19 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)**

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

**L.20 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

**(All Factors TOTAL POINTS = 1000)**

**Factor A - Technical Capability (220 points)**

The offeror will be evaluated on its technical understanding, knowledge, capability and approach to support each of the tasks in the Statement of Work (SOW) Attachment (1). The SOW tasks are listed descending order of importance below:

1. Tasks 1, 2, 4, 5, 6, 9, and 10 are of equal importance
2. Tasks 7, 8 are of equal importance
3. Task 11
4. Task 3

- The subtasks within each major task of the SOW are of equal importance to one another.

The offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the requirements of the SOW.

#### **Factor B - Personnel (220 points)**

The proposed personnel will be evaluated on the education and the relevant experience and on the extent to which they possess the appropriate technical knowledge and expertise for the requirements and tasks described in the SOW. In addition, personnel proposed for specific positions, as described in the attached "Proposal Preparation Instructions", will be evaluated on their ability and relevant knowledge within their respective subject areas and their ability to perform the typical duties associated with their proposed position.

For this evaluation factor, the proposed Project Manager and Deputy Project Managers will be considered more important than the proposed chemists and microbiologists and the proposed chemists and microbiologists personnel will be considered more important than the proposed laboratory technicians and support specialists. Within the Project Manager and Deputy Project Managers category, all personnel will be considered of equal importance. Within the chemists and microbiologists category, all personnel will be considered of equal importance to one another. Within the laboratory technicians and support specialists category, all personnel will be considered of equal importance to one another.

#### **Factor C - Past Performance (190 points)**

The offeror's past performance evaluation will be based on the information presented on the Past Performance Questionnaire forms (see related Attachment) submitted to EPA by the offeror's clients and on the past performance summary sheet. The offeror may also be evaluated based on information obtained by the Government from contacting the references identified on those forms and/or on information obtained by the Government from other sources. As described in the questionnaire and proposal instructions, the offeror's past performance will be evaluated on the following areas:

- 1) Quality of services/supplies,
- 2) Timeliness of performance,
- 3) Effectiveness of management (including subcontractors),
- 4) Initiative in meeting requirements
- 5) Response to Technical Direction
- 6) Responsiveness to performance problems,
- 7) Compliance with cost/price estimates,
- 8) Customer satisfaction, and
- 9) Overall performance.

Each of the criteria elements described above are considered of **equal** importance. Additionally, the relevance of the offeror's previous performance to the requirements of the Statement of Work will be considered as part of the past performance evaluation. Offerors with no past performance history, whose past performance history is clearly not relevant, or for whom past performance data is not available, will be assigned a neutral rating for the past performance evaluation criteria. **Note:** If an offeror does not submit any past performance information required, and EPA discovers that the offeror, in fact, has relevant past performance history, the offeror may be deemed ineligible for award.

**Factor D (150 points) Laboratory Equipment and Facilities:** Adequacy and Suitability of Laboratory Equipment and Facilities.

**Subfactor D-1 (85 points)** Capabilities and suitability of conventional and newer state-of-the-art instrumentation and moveable laboratory equipment to handle the environmental, human, and State analytical support tasks for methods development and evaluation, QA/QC, and sample analysis.

**Subfactor D-2 (65 points)** Capabilities, capacity, and suitability of laboratory facilities (i.e., floor space, layout, etc., of physical plant, including fume hoods and other permanent fixtures) to handle the environmental, human, and State analytical support tasks efficiently, safely, and with high quality.

**Factor E (150 points) Quality Assurance and Safety Plans:** Appropriateness of the Quality Assurance (QA) and Safety Plans.

**Subfactor E-1 (100 points)** Appropriateness, adequacy, and completeness of the quality assurance and safety plans in relationship to the statement of work.

**Subfactor E-2 (50 points)** Knowledge of QA procedures and safety procedures and Good Laboratory Practices (GLPs) as demonstrated by the plans.

**Factor F (45 points) Management Controls/Corporate Experience:**

Corporate management experience - compliance with contract clauses and accounting requirements; avoidance of inherently governmental functions, personal services, and conflicts of interest; status reports on work and expenditures; identification of contractual issues; communication with contract management; flexible, effective, and innovative contractor recommended solutions.

**Factor G (25 points) SDB Participation and Subcontract Management:**

Small/small disadvantaged business subcontracting program - demonstrated plan to utilize small, disadvantaged, and women-owned subcontractors; effective management of subcontractors; reasonable and cooperative behavior.

#### **M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LC-09-05) (DEC 2001)**

The plan described in Section L. entitled "CONFLICT OF INTEREST PLAN" will be evaluated as acceptable or not acceptable. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan that is unacceptable at the time of award will not be eligible for a contract award.

#### **M.5 EVALUATION OF QUALITY ASSURANCE PLANS**

The offeror must have and submit a corporate Quality Assurance Management Plan and Quality Assurance Project Plan which complies with ANSI/ASQC E-4. The plans will be evaluated as acceptable or not acceptable. The offeror shall include a written statement that the offeror's Quality System meets the requirements of ANSI/ASQC E-4. An on-site evaluation of the offeror's Quality System, to ensure that it meets the requirement of ANSI/ASQC E-4 is required. An offeror that submits quality assurance plans that are ultimately unacceptable after the completion of negotiations will not be eligible for award.

ATTACHMENT 1

STATEMENT OF WORK: BEAD LABORATORIES SUPPORT MISSION CONTRACT

Office of Pesticide Programs  
Laboratories Re-compete Mission Contract  
**Statement of Work**  
PR-HQ-03-10785

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*Biological and Economic Analysis  
Division*

*May 28, 2003*

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## BEAD Labs Re-compete Mission Contract Statement of Work

### 1. BACKGROUND:

The Environmental Protection Agency (EPA), Office of Pesticide Programs (OPP) operates three laboratories under the management of the Biological and Economic Analysis Division (BEAD). These pesticide laboratories provide a variety of technical services to the Office of Prevention, Pesticides, and Toxic Substances (OPPTS), other EPA program offices, and other organizations. OPP's Analytical Chemistry Laboratory, located at EPA's Environmental Science Center (ESC) on Fort Meade, Maryland, provides scientific, laboratory, and technical support through chemical analyses of pesticides and related chemicals. The Microbiology Laboratory, also located at the ESC, focuses primarily on confirming the efficacy claims of registered antimicrobial products and issues related to decontamination following biological terrorism. OPP's Environmental Chemistry Laboratory, located at the NASA Stennis Space Center in Bay St. Louis, Mississippi, also provides scientific, laboratory, and technical support through chemical analyses of pesticides and related chemicals. Visitors to either Ft. Meade or Stennis Space Center must be cleared through security before entering the site. Contractors are subject to background checks and may require Confidential Business Information (CBI) clearance and training.

Recently, OPP's laboratories have become involved in a number of key projects requiring technical assistance. In the fall of 2001, the Microbiology Laboratory became very involved in the testing of products used to decontaminate anthrax-contaminated buildings. This remains a research interest for the lab, which is currently involved in a major effort under the EPA's Office of Research and Development's Safe Buildings Program. New Data Reporting Guidelines (DRGs) for analytical methods, required for the registration of pesticide compounds, have resulted in an increase in the number of methods being forwarded to the laboratories for review, written evaluation, and laboratory validation. OPP laboratories expect to receive 500 to 1000 of these methods from the registrants over the next five years. While many of these reviews can be conducted without laboratory testing, others will require laboratory validation. Technical assistance is required to perform these laboratory evaluations, employing, in some cases, both conventional and newer instrumentation and technology such as immunoassay, liquid chromatography/mass spectrometry (LC/MS), gas chromatography/mass spectrometry (GC/MS), GC/MS/MS, capillary electrophoresis, GC, and HPLC.

with conventional detectors for pesticide analyses.

The OPP laboratories also provide technical support to numerous State and other EPA laboratories which support the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA). This support includes quality assurance and audits, technical training workshops, and analytical support to States through analysis of samples, duplicates, and confirmation of residues. Additional support to the States includes distribution of validated methods. OPP requires technical assistance to implement or continue support in these areas.

## **2. GENERAL REQUIREMENTS:**

The requirements contained in this statement of work are performance-based, focusing on the Agency's desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency's performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. *The Agency will monitor the contractor's performance in accordance with the Quality Assurance Surveillance Plan as described in Section 4.*

Under this statement of work, the Government defines the desired outcome and, in turn, the contractor proposes the most efficient methods to achieve results that fulfill the desired outcome. Typical areas that are measured include cost control, timeliness and completeness of deliverables, problem resolution, business relations, quality of work performed, and whether or not the deliverable assists the Agency in meeting its objectives and goals as identified in the tasks.

In cases where Performance Objectives and minimum Acceptable Quality Levels (AQLs) are not being met, the contractor will make every effort to immediately correct the problem to ensure customer satisfaction. If the problem is systemic, the contractor will submit a plan of corrective action to the Project Officer (PO) or Alternate Project Officer (APO).

The required services will be specified through Work Assignments issued by the Contracting Officer (CO) and technically managed by the PO or APO and Work Assignment Manager (WAM). The tasks within this contract are: 1) Analytical Method Reviews; 2) Laboratory Method Validations; 3) Laboratories Method Indices; 4) Inter-Lab State QA Program Support; 5) Pesticide Training Workshops for State Labs; 6) Search for Pesticide Testing Methods and Develop Test Parameter Guidance; 7) Prepare Media, Reagents, Diluents, and Glassware for Testing Microbial Pathogens; 8) Support EPA National Pesticide Repository; 9) Provide Quality Control Services On-Site to OPP's Microbiology Laboratory; 10) Provide Microbiological Testing Support for the Antimicrobial Testing Program; and 11) Design, Develop and Implement Analytical Laboratory projects to Support Intra- and Inter-Agency Pesticide Programs.

### 3. SPECIFIC TASKS:

#### *Task 1: Analytical Method Reviews*

The contractor shall review pesticide analytical methods submitted to OPP through the registration and reregistration process, as well as methods from other sources. These methods will consist of, but are not limited to:

- environmental chemistry residue methods
- residue methods for foods
- methods to determine percent active ingredient in formulated products and technical materials
- plant incorporated pesticide methods.

These methods will test the following, including but not limited to: soil, water, sediment, plants, fruit, vegetables, animal tissue, air, and human tissue and fluids, and pesticide products. These methods shall be reviewed using standard operating procedures (SOPs) provided by the PO, APO, or WAM, including but not limited to standard evaluation procedures (SEPs), evaluation checklists, and prescribed report formats. Analytical methods for approximately 20-30 products are reviewed on an annual basis.

In many cases, the contractor shall provide reports that compare analytical performance of the registrant's methods versus an independent lab validation (ILV). In other cases, the contractor shall provide written method reviews comparing new residue analytical methods for proposed new uses to previously validated methods for older uses.

#### **DELIVERABLES:**

- 1) Draft written report including completed checklists on the results from each method review shall be submitted to the PO, APO, or WAM within the timeframe specified in the Work Assignment.
- 2) Final written report evaluations incorporating any changes provided by the PO, APO, or WAM shall be submitted within the timeframe specified in the Work Assignment.

#### **ACCEPTANCE CRITERIA:**

- The draft and final reports shall be submitted within the timeframe specified in the Work Assignment. The reports will include a completed checklist on the results from each method reviewed. The report will completely address all of the required objectives, issues, deliverables, and schedules as specified in the Work Assignment.

## **Task 2:      *Laboratory Method Validations***

The contractor shall independently test or lab validate pesticide analytical methods submitted to OPP through the registration and reregistration process, as well as methods from other sources. The methods will be provided by the PO, APO, or WAM, who will designate priorities for the lab validations. These methods will consist of, but are not limited to:

- pesticide environmental chemistry residue methods
- pesticide residue methods for foods
- methods to determine percent active ingredient in formulated products and technical materials
- plant incorporated pesticide methods

These lab validations will help determine the adequacy of these methods for use by Federal and State Pesticide enforcement labs to gather pesticide monitoring data to enforce established tolerances, and also will provide additional support to State and EPA efforts to validate enforcement methods for use by State enforcement labs to verify label warranty claims. These methods will test, but are not limited to, soil, water, sediment, plants, fruit, vegetables, animal tissue, air, registered products, and human tissue and fluids. Analytical methods are validated for approximately 10 products on an annual basis.

### **2.1      Acquisition of All Materials - Chemicals, Standards, & Equipment for Testing**

The analytical methods increasingly employ state-of-the-art analytical approaches. The contractor shall use the following technologies in laboratory testing, including but not limited to:

- immunoassay
- liquid chromatography/mass spectrometry (LC/MS)
- gas chromatography/mass spectrometry (GC/MS) and GC/MS/MS
- capillary electrophoresis
- GC, HPLC with conventional detectors for pesticide analyses

The contractor shall be prepared to start work within sixty (60) days of receiving a Work Assignment to employ both conventional and newer instrumentation and technology as described above. The Contractor shall also obtain fully-characterized matrix control materials, as well as analytical standards, reagents, supplies, equipment, and other resources necessary for all methods tested.

### **2.2      Preliminary Testing to Establish the Methods**

The Contractor shall conduct preliminary testing to establish the method, including analytical techniques, detection limits, linearity and calibrations. Appropriate quality assurance/quality control (QA/QC) shall be incorporated into each set of samples, and the methods shall be tested exactly as written without

modification. If at any point in the methods testing, the method fails to meet the performance requirements or DQO, the Contractor shall inform the PO, APO, or WAM to determine the appropriate course of action. Those actions may include a call to the Registrant by the PO, APO, or WAM with a status report of the methods testing and difficulties encountered. The PO, APO, or WAM will provide specific guidance and recommendations for subsequent disposition of the method's testing or reports. No contractor employee involved in this testing shall contact the Registrant or other method owner without specific approval of the Project Officer or Alternate Project Officer.

### **2.3 Completion of the Validation Analysis**

The contractor shall submit a completion analysis of the entire range of concentrations of the analyses as determined by the PO, APO, or WAM in the Work Assignment to the PO, APO, or WAM if the method meets the performance requirements and Data Quality Objectives (DQOs) as set forth in the SOPs or Protocols and related addenda. If at any point in the methods testing, the method fails to meet the performance requirements or DQO, the Contractor shall inform the PO, APO, or WAM to determine the appropriate course of action. Those actions may include a call to the Registrant by the PO, APO, or WAM with a status report of the methods testing and difficulties encountered. The PO, APO, or WAM will provide specific guidance and recommendations for subsequent disposition of the method's testing or reports.

### **2.4 Draft Reports for Methods Tested**

The Contractor shall develop and submit a draft report documenting the results of the laboratory testing for each method tested. This report shall address performance of the method and include discussions on method detection limits, limits-of-quantitation, precision, accuracy, specificity, interferences, linearity, and other points identified in the SOPs or Protocols. Additionally, the Contractor shall indicate if the method is practical and rapid and report the time required to carry out analyses on a given number of samples. The Contractor shall note any limitations, deficiencies, or potential sources of error found in the method. The Contractor shall also secure and maintain archive files of these methods tests, including original instrument outputs. The PO, APO, or WAM will review this draft report and will identify specific items that need to be corrected.

### **2.5 Final Reports for Methods Tested**

The Contractor shall develop and submit a final report documenting the results of the laboratory testing for each method tested with corrections to items identified by the PO, APO, or WAM in section 2.4.

**DELIVERABLES:**

- 1) Completion of the lab validation and submission of draft report within the timeframe specified in the Work Assignment.
- 2) Completion and submission of final report within the timeframe specified in the Work Assignment.

**ACCEPTANCE CRITERIA:**

- The lab tests/validations and final reports shall be done by EPA established standard operating procedures (SOPs) or protocols including all necessary QA aspects. The Contractor shall follow EPA guidelines for independent laboratory testing (see OPP 00405; FRL 4953.5; 04/19/95; PR Notice 96-1, February 7, 1996), adhere to FIFRA Good Laboratory Practices (GLPs; 40 CFR, part 160) and follow other applicable SOPs as provided by the PO, APO, or WAM.
- The draft and final reports shall be submitted within the timeframe specified in the Work Assignment.

***Task 3: Support to BEAD Laboratories' Method Indices***

The OPP/BEAD laboratories scan pesticide methods into e-files and list the pesticide method indices on the OPP Web Site for customers to retrieve pertinent methods for their analytical work. Currently, the posted indices consist of ~350 environmental chemistry method packages (ECMs) for soils and water, ~650 residue analytical method packages for foods and antimicrobial testing methods and procedures. Soon ~125 product chemistry method packages will be posted on the same web site.

**3.1 Scan the Pesticide Methods**

The PO, APO, or WAM will provide hard copies of the analytical method packages to be scanned by the Contractor. The analytical method packages include but are not limited to the analytical method, the final report, the addendum, and the independent lab validation. The contractor shall manually review the hard copies to ensure scanning without errors and scan the methods into e-files.

**3.2 Process Customer Requests for Methods**

\_\_\_\_\_ The contractor will receive requests for analytical methods from customers on the EPA web site, determine whether the method needs to be scanned, scan the method if necessary, and e-mail required

methods to customers. The contractor will track the incoming requests by making hard copies of the request and filing them in a notebook, completing and filing request forms, and entering the information from the request form into a Lotus Approach database. The information extracted from each request form includes but is not limited to: order #, project #, date order received, address, e-mail address, organization, commodity, and pesticide name.

### **DELIVERABLES:**

- 1) Pesticide analytical method packages shall be reviewed and scanned into the e-file system within the timeframe specified in the Work Assignment.
- 2) Respond to all "e-mail" requests from customers in e-files within 2 working days of receipt.
- 3) Provide log of customers (names, affiliation, addresses) who have requested analytical methods weekly.

### **ACCEPTANCE CRITERIA:**

All methods shall be reviewed and scanned completely and accurately and shall be legible. All requests for information shall be provided a response within 2 days of receipt. Logs of customers and information requested shall be complete and accurate. The electronic tracking system shall also be complete and accurate.

### ***Task 4: Inter-Lab State QA Program Support***

The contractor shall develop, implement, and conduct proficiency check sample programs for State and Federal pesticide laboratories working with OPP/BEAD labs in environmental, product/formulation, antimicrobial, and plant incorporated pesticide chemistry areas as well as in the microbiology area. The check sample programs must be consistent with the established FIFRA pesticide program which requires that the contractor acquire A2LA accreditation for the FIFRA check sample proficiency sample program by May 2004. The programs would include the Federal and five State laboratories currently providing antimicrobial support, both in the microbiology and pesticide formulation chemistry areas and include up to 52 State FIFRA laboratories in the pesticide environmental residue area.

The FIFRA laboratories, many of which are considering accreditation to the ISO 17025 Standard, are environmental forensic labs with very unique samples and test requests. The check sample or proficiency sample program for the FIFRA labs must provide samples that are consistent with FIFRA work. That work includes the analysis of new pesticides in unique matrices such as off-target vegetation and wipes. The

uniqueness of the FIFRA labs will require the check sample provider to meet very unique criteria.

#### **4.1 Preparation of Check Samples**

The contractor shall prepare check samples of soil, water, foliage, wipe samples, and other designated matrices for the environmental program including but not limited to, samples containing human pathogenic organisms for use in enumeration and organism identification validations, media, sterility and pH verifications; spiked Genetically Modified Organism (GMO) materials; contaminated food and environmental samples; and other microbiological matrices used to verify accuracy and reliability of data and laboratory performance. The designated matrices shall be spiked with levels of preselected pesticide(s) and shall be pre-analyzed to verify stability of the pesticide(s) and homogeneity/uniformity of the spiking level(s) throughout the sample matrix. The contractor shall also prepare reference standards for antimicrobial efficacy testing. Draft and final reports shall be submitted by the contractor to the PO, APO, or WAM upon completion of each check sample.

#### **4.2 Develop Plan for Check Sample Exercise Program**

The Contractor shall develop a Plan for implementing and conducting a check sample exercise program to support quality assurance (QA) work at State, and some Federal laboratories. Guidance for this Plan shall come from the PO, APO, or WAM, EPA experience-based approaches and protocols, initial assessments of State laboratory requirements, suggestions from the State AAPCO Steering Committee, the Contractor's successful experience-based approaches, and widely accepted approaches supported by the American Chemical Society (ACS), the AOAC International, and other standard-setting organizations. The Plan must be approved by the PO, APO, or WAM. The Plan shall address methods and procedures for:

- obtaining certified standard materials
- confirming identities of the analytes
- preparing and verifying the concentrations of standards and spiking solutions
- distribution of the standards or solutions
- reporting of results from participating laboratories
- statistical methods and criteria for evaluating and reporting these results
- documentation of all information
- safe handling and shipping of reference and spiking materials.

Initial assessments and determination of specific laboratory requirements shall be accomplished through teleconferences with the AAPCO Steering Committee, attendance at State-Federal meetings, and on-site visits to selected laboratories. The Contractor shall incorporate this information into the Plan. The Contractor, in



consultation with the PO, APO, or WAM, shall develop a schedule for conducting these exercises and append it to the Plan.

#### **4.3 Conduct Check Sample Exercise Program**

The Contractor shall plan to eventually conduct two to four check sample or proficiency sample programs that are utilized by State laboratories doing work in support of Federal programs each year. One of the established A2LA or similarly accredited programs must provide pesticide samples in complex matrices. This program must have established A2LA or similar accreditation of more than two years. The Contractor shall provide reports to each participating State on their results from these exercises including analytical methodology, in-house QA/QC, and statistical evaluations.

#### **Work Approach**

In gathering information, conducting interviews, or performing research, the contractor shall identify himself/herself as a contractor for EPA, not an EPA employee. The contractor shall not interpret EPA policy on behalf of EPA nor make decisions on matters of policy, regulation, or statute.

#### **DELIVERABLES:**

- 1) Prepare Check Samples within the timeframe specified in the Work Assignment.
- 2) Deliver draft and final reports on prepared check samples within the timeframe specified in the Work Assignment.
- 3) Provide draft Check Sample plans, to be received by the PO, APO, or WAM within the timeframe specified in the Work Assignment. EPA will provide comments on the draft exercise plans within ten working days of receipt.
- 4) Final Check Sample Plan to be received within the timeframe specified in the Work Assignment.
- 5) Conduct Check Sample Exercise Program within the timeframe specified in the Work Assignment.

#### **ACCEPTANCE CRITERIA:**

The draft and final reports shall be submitted within the timeframe specified in the Work Assignment. The draft check sample plans shall be delivered and check sample exercise programs shall be conducted within the timeframe specified in the Work Assignment. The final report will completely address all of the required objectives, issues, deliverables, and schedules as specified in the Work Assignment.

### ***Task 5: Pesticide Training Workshops for State Labs***

The Contractor shall arrange and conduct workshops to train State personnel on current pesticide methods and issues. The training shall cover areas of pesticide product chemistry methods, microbiological test methods, food and environmental residue methods, and other designated methods that may be under review by OPP. Other topics for the workshops are new analytical techniques or technologies including state-of-the-art and emerging instrumentation, quality assurance, quality control practices and principles, hands-on laboratory exercises and demonstrations, and new or updated regulatory issues.

#### **5.1 Develop Workshop Plans & Agendas**

The Contractor shall develop plans and agenda for arranging and conducting two to three technical training workshops per year to respond to the needs of the State pesticide laboratories and other laboratory partners. Each workshop is expected to last for four to five days and to accommodate up to 15 to 20 attendees. Guidance on workshop topics and course content will be provided by the PO, APO, or WAM from the results of the training surveys conducted by the Association of American Pesticide Control Officials (AAPCO) and their Steering Committee for State Support Activities. The PO, APO, or WAM will work with State pesticide laboratories to determine the location/host facility and possible dates for the workshop. As directed by the PO, APO, or WAM, the contractor staff shall participate in periodic teleconferences with the AAPCO Steering Committee and with EPA laboratory staff.

The contractor shall begin planning and development for this workshop, with guidance and direction from the PO, APO, or WAM. Inclusive in planning and development are:

- a site visit check list
- the site visit and report
- determination of topics and content for the workshop training
- laboratory and hands-on demonstrations
- format and agenda
- schedule.

The workshop plans shall be submitted to the PO, APO, or WAM for review and comment.

#### **5.2 Prepare Workshop Training Materials**

The Contractor shall be responsible for providing knowledgeable and capable instructors and workshop staff for preparation of all workshop training materials including manuals, handouts, and

presentation media, and for obtaining training aids, equipment, and supplies not otherwise available at the workshop sites. The training manuals and materials shall be submitted to the PO, APO, or WAM for approval before being made final.

It will be necessary for the contractor to videotape the “roundtable” discussion part of each workshop and prepare and distribute up to six copies of this discussion, suitable for viewing with a VCR, to State laboratories requesting copies. To complement the on-site training, the contractor shall, as requested, video tape the performance of techniques and analyses in the laboratory for purposes of disseminating this material. The contractor shall re-distribute these copies until all interested laboratories have had the opportunity to view the tape. The contractor shall make available by mail, to State labs requesting them, all methods demonstrated at the workshop. The estimate is that 20 to 25 laboratories may request these methods.

### **5.3 Administer Workshop Logistics**

The Contractor shall handle administrative responsibilities associated with the workshops including but not limited to:

- Preparing an announcement and workshop brochure when dates, location, workshop topics and program are known and have been agreed to by the PO, APO, or WAM
- Registration activities
- Providing information on local accommodations and on transportation
- Developing an evaluation form on which attendees may critically evaluate the workshop
- Coordinating the scheduling of the workshop’s format
- Coordinating other on-site needs with representatives of the facility hosting the workshop
- Preparing a final report on the workshop, covering all workshop activities and the results of the evaluations

*Guest speakers shall be arranged for, if necessary, including experts in the field of pesticide analysis and closely related subject matter. (To be clarified at a later date)*

**Note:** 1) The Contractor shall not arrange for accommodations or transportation under this contract. 2) It is prohibited by law to use contract-appropriated funds to pay for travel, transportation, and subsistence expenses associated with meetings for individuals other than the contractor, sub-contractor, and their consultants.

### **DELIVERABLES:**

- 1) The contractor shall provide the PO, APO, or WAM with a workshop plan within the timeframe specified in the Work Assignment.
- 2) The contractor shall provide the PO, APO, or WAM with workshop materials including but not limited to agenda, brochure, training manuals, evaluation forms, and draft and final reports covering all workshop activities within the timeframe specified in the Work Assignment.

## **ACCEPTANCE CRITERIA**

The workshop plan, materials, and draft and final reports shall be submitted in a timely manner and completely address all of the required objectives, issues, deliverables, and schedules for accomplishing this effort as specified in the Work Assignment.

### ***Task 6: Support Development of Test Parameter Guidance***

\_\_\_\_\_ The contractor shall extract data on antimicrobial test conditions from the Agency's records using established procedures provided by the PO, APO, or WAM in order to support the development of test parameter guidance. The parameters form the basis for enforcement testing and support activities at Federal and State laboratories. Test parameters for approximately 75-120 products are developed on an annual basis.

#### **6.1 Extraction of Antimicrobial Efficacy Testing Methods from Agency Records**

The contractor shall extract data on antimicrobial test conditions from the Agency's records using established procedures for both hospital level efficacy and tuberculocidal claims on products provided by the PO, APO, or WAM. The contractor shall obtain agency documents including but not limited to registration jackets, confidential statements of formula (CSFs), the latest accepted labels, and efficacy studies used for parent registrations. The contractor shall review the documents and extract into the draft Test Parameter Table (provided by the PO, APO, or WAM) the following data including but not limited to:

- EPA registration number
- Product
- Test Method
- Test Conditions
- Contact Time
- Neutralizer/Subculture Media
- Comments

The Test Parameter Table is finalized after PO, APO, or WAM acceptance.

The contractor shall review and compare the test conditions found on the most recent product label with the test conditions found in the efficacy studies used for parent registrations. The contractor shall notify the PO, APO, or WAM if discrepancies exist. The PO, APO, or WAM may periodically arrange meetings to discuss discrepancies. The contractor shall be available to participate in Agency meetings at the discretion of the PO, APO, or WAM. Confidential Business Information (CBI) clearance is required.

## **6.2 Extraction of Product Chemistry Test Methods from Agency Records**

The contractor shall obtain current product chemistry test methods on products provided by the PO, APO, or WAM from the Agency's records, copy them, and deliver them to the PO, APO, or WAM as specified in the Work Assignment.

## **6.3 Process Test Methods Requested from Individuals or Registrants**

The contractor shall notify the PO, APO, or WAM if chemistry test methods are not available in Agency records. The PO, APO, or WAM will make arrangements to contact individuals or registrants requesting the methods. Upon receipt of the methods from registrants, the contractor shall process them as specified in the Work Assignment. Confidential Business Information (CBI) clearance is required.

## **DELIVERABLES:**

- 1) Provide Test Parameter Table data to the PO, APO, or WAM with the timeframe specified in the Work Assignment.
- 2) Provide copies of the product chemistry test methods within the timeframe specified in the Work Assignment.
- 3) Process test methods requested from individuals/registrants within the timeframe specified in the Work Assignment.

## **ACCEPTANCE CRITERIA:**

The test parameter table data and copies of the product chemistry test methods shall be submitted within the timeframe specified in the Work Assignment and shall completely address all of the required objectives, issues, deliverables, and schedules as specified in the Work Assignment.

## ***Task 7: Media, Reagents, Diluents, and Glassware Preparation for Antimicrobial Product Testing***

The contractor shall provide on-site support for media, reagent, diluent and glassware preparation to the testing and research programs at the OPP Microbiology Laboratory using established procedures and practices. The PO, APO, or WAM will provide Good Laboratory Practice (GLP) level documentation to support quality control practices. This task would require 2 persons per year.

### **7.1 Prepare Media and Reagents**

The contractor shall prepare media and reagents used for testing and detection of human pathogenic microorganisms as specified in recipes from different sources, including but not limited to AOAC and journal articles, and complete associated Media/Reagent Preparation sheets. The contractor shall file and maintain the Media/Reagent Preparation sheets in notebooks located on-site. The Microbiology Lab currently prepares approximately 80 media/reagents per month.

### **7.2 Evaluate Media and Reagents**

The contractor shall also perform and tabulate sterility and performance assessments as required for prepared materials, including but not limited to glassware and pre-sterilized items, and complete the associated Performance & Sterility Assessment sheets. The contractor shall file and maintain the Performance & Sterility Assessment sheets in notebooks located on-site. The contractor shall also monitor the components required for preparation of media and reagents and notify the PO, APO, or WAM when components are low, at which time the PO, APO, or WAM may direct the contractor to order additional supplies.

### **DELIVERABLES:**

- 1) Preparation of media, reagents, and glassware within the timeframe specified in the Work Assignment.
- 2) Complete Media/Reagent Preparation sheets within the timeframe specified in the Work Assignment.
- 3) Evaluate media and reagents within the timeframe specified in the Work Assignment which includes conduct of sterility and performance assessments on reagents, glassware, media and pre-sterilized items.
- 4) Complete Performance & Sterility Assessment sheets within the timeframe specified in the Work Assignment.

## **ACCEPTANCE CRITERIA**

- The laboratory operations require strict adherence to sterility and performance requirements for all materials.
- Adherence to established quality control and assurance procedures is required.
- All procedures and documentation of the procedures and data are done following EPA established standard operating procedures (SOPs) or protocols including all necessary QA aspects. The Contractor shall follow EPA guidelines for independent laboratory testing (see OPP 00405; FRL 4953.5; 04/19/95), adhere to FIFRA Good Laboratory Practices (GLPs; 40 CFR, part 160 and follow other applicable SOPs as provided by the PO, APO, or WAM..

### ***Task 8: Support to EPA National Pesticide Repository***

The Contractor shall provide the Analytical Chemistry Branch (ACB) on-site at the Environmental Science Center (ESC) support to the EPA National Pesticide Repository. The Repository currently prepares and ships ~4,000 pesticide standard aliquots/year to State and Federal laboratories.

#### **8.1 Log-In Requests for Pesticide Analytical Standards**

The contractor shall log-in incoming requests for pesticide analytical standards. This includes completing the EPA National Pesticide Standard Repository Order Form and entering information from the order form into a database. The information extracted from the order form includes but is not limited to the date, index code number, compound name, lot # (location), date shipped, the laboratory code #, requestor's name, phone number, and fax number as well as laboratory mailing address for USPS deliveries.

#### **8.2 Prepare, Package & Ship Requested Pesticide Analytical Standards**

The contractor shall retrieve standards from appropriate refrigerators/freezers, weigh out aliquot(s), and package aliquot(s) for shipment to customers. Preparation of aliquot(s) includes confirming that the vial label is complete, confirming that the vial is the requested standard, wrapping the vial with paper, securing it with tape, and putting the wrapped vial in a pouch and heating the seal. The contractor shall also retrieve copies the following forms and place them in a designated box that must be properly labeled:

Material Safety Data Sheet (MSDS)

Certificate of Analysis (COA)

**Blank EPA National Pesticide Standard Repository Order Form**

Completed customer order form with date shipped completed

Each box must contain a customer mailing address, repository return address, USPS Priority Mail, and a small quantity exemption label.

**8.3 Record Shipment**

\_\_\_\_\_The contractor shall maintain records of the shipped aliquot(s) by annotating the order form on the lower right corner with the number of aliquots shipped and the date (am/pm). The contractor shall also complete a "Distribution of Pesticide Reference Standards" sheet and place it and the annotated order form into a "completed orders" folder, the information of which will be entered into a database.

**8.4 Maintain Inventory of Standards**

\_\_\_\_\_The contractor shall maintain the inventory of standards in the Laboratory. This includes ordering standards as specified by the PO, APO, or WAM, logging-in standards and scanning associated receipt documents upon receipt of the standards, numbering the standards, and storing them in the refrigerator. The contractor shall also remove empty containers from repository inventory.

**DELIVERABLES:**

- 1) The tracking system and order forms must be completed within the timeframe specified in the Work Assignment.
- 2) Customer orders must be filled within the timeframe specified in the Work Assignment.
- 3) Add new or replacement standards to the inventory within the timeframe specified in the Work Assignment.

**ACCEPTANCE CRITERIA:**

Procedures for performing these tasks will follow existing Repository SOPs provided by PO, APO, or WAM.

***Task 9: On-Site Quality Control Services to the Microbiology Laboratory***

The contractor shall provide quality control services to the OPP Microbiology Laboratory using established procedures and practices.



**9.1 Front End Processing of Media, Reagents, and Supplies**

The contractor shall assign control numbers to media, reagents, and supplies used for testing and detection of human pathogenic microorganisms and log them into a database or WP file. Media and reagent materials include but is not limited to bulk materials, chemicals, and glass and plastic ware necessary to support the laboratory's ongoing operations.

**9.2 Monitor Standard Equipment, Materials, & Environment**

The contractor shall record temperatures for incubators, refrigerators, and storage areas in the Microbiology Laboratory and enter them into log books that are prepared and maintained manually and located on-site. The contractor shall monitor standard equipment including but not limited to pH meters, balances, automated dispensers and pipettes following established schedules and procedures and notify the PO, APO, or WAM if equipment or materials are not performing according to specified parameters.

**9.3 Maintain Operation of Standard Equipment & Materials**

The contractor shall maintain, calibrate, and assure the operation of standard equipment including but not limited to pH meters, balances, automated dispensers, and pipettes following established schedules and procedures. The contractor shall also perform other quality control services including but not limited to glass washing and detergent residue testing, deionized water parameters, and performance verification of autoclaves.

**9.3 Track Prepared Media, Reagents, and Supplies**

The contractor shall assign preparation or prep numbers to media and reagents that have been prepared and sterilized for use in the testing and research programs at the OPP Microbiological Laboratory. As the media and reagents are used in Laboratory, the contractor shall track their use as specified in the WA, notify the PO, APO, or WAM when media, reagents, and supplies are low as specified in the WA, and identify media and reagents due to expire in 30 days using written logs and/or databases.

**9.4 Archive and Retain Records On-site**

The contractor shall archive and retain records on-site following established procedures provided by the PO, APO, or WAM.

**DELIVERABLES:**

- 1) Monitor and calibrate equipment following established schedules and procedures within the timeframe specified in the Work Assignment.
- 2) Maintain operation of equipment and materials following established schedules and procedures within the timeframe specified in the Work Assignment.
- 3) Track media and reagents used in the Laboratory following established schedules and procedures within the timeframe specified in the Work
- 4) Archive and retain records on-site within the timeframe specified in the Work Assignment.

### **ACCEPTANCE CRITERIA:**

- All procedures and documentation of procedures and data are done following EPA established standard operating procedures (SOPs) or protocols including all necessary QA aspects. The Contractor shall follow EPA guidelines for independent laboratory testing (see OPP 00405; FRL 4953.5; 04/19/95), adhere to FIFRA Good Laboratory Practices (GLPs; 40 CFR, part 160 and follow other applicable SOPs as provided by the PO, APO, or WAM.
- All entries into logs must be 100% accurate and legible with correct notations for entry errors and entry omissions.

### ***Task 10: Efficacy Testing Support***

The contractor shall provide support for OPP's post-registration efficacy testing of hospital disinfectants. The contractor will be required to use standard AOAC-International methodologies to determine the efficacy of antimicrobial products with claims against human pathogenic organisms (e.g. *Staphylococcus aureus*, *Pseudomonas aeruginosa*, *Mycobacterium bovis* BCG). Various liquid, spray, and towelette formulations may be tested depending on the Agency's sample collection priorities. It is anticipated that 10-15 products will be evaluated per year.

#### **10.1 Develop Study Protocols**

The contractor shall periodically provide an updated testing schedule and a study protocol for each product tested as specified in the WA.

#### **10.2 Testing Support**

\_\_\_\_\_The contractor shall provide testing support by conducting the AOAC Use Dilution Method, AOAC Confirmative In Vitro Test for Determining Tuberculocidal Activity, AOAC Germicidal Spray Products Test,

and a modified AOAC Germicidal Spray Products Test for Towelette Products. The contractor shall conduct the testing per the product type collected and report the results using established procedures. Product sample collection and distribution are provided by the PO, APO, or WAM. Ancillary tests such as determining carrier counts and neutralization confirmation will also be conducted per OPP SOPs.

### **10.3 Provide Draft & Final Product Performance Report**

\_\_\_\_\_The contractor shall provide draft and final product performance reports for each product tested as specified in the WA. In addition, a Biological Report of Analysis (EPA Hq Form 8510-14) shall be prepared for each product sample analyzed.

### **DELIVERABLES:**

- 1) Provide the testing schedules and study protocols for each product test within the timeframe specified in the Work Assignment.
- 2) Provide draft and final Product Performance Reports, BRAs, with accompanying quality assurance documentation to the PO, APO, or WAM within the timeframe specified in the Work Assignment.
- 3) Provide (COC) documentation within the timeframe specified in the Work Assignment.
- 4) Provide sample retention as required within the timeframe specified in the Work Assignment.

### **ACCEPTANCE CRITERIA:**

The lab tests and final reports shall be done by EPA established standard operating procedures (SOPs) or protocols including all necessary QA aspects. The Contractor shall follow EPA guidelines for independent laboratory testing (see OPP 00405; FRL 4953.5; 04/19/95), adhere to FIFRA Good Laboratory Practices (GLPs; 40 CFR, part 160 and follow other applicable SOPs as provided by the PO, APO, or WAM.

### ***Task 11: Special Analytical Projects Support of Intra-and Inter-Agency Pesticide Programs***

The contractor shall design, develop, and implement pesticide analytical projects in support of OPP Divisions, other EPA Offices including Regions, States and other U.S. and international governmental offices. As the requests for support come in, the PO, APO, or WAM will issue a Work Assignment specifying the type of program involved, nature of support requested, and the urgency of the support. The Contractor shall provide support that may vary from rapid turnaround, small projects with a few samples to large monitoring studies involving hundreds of samples over longer periods of time.

## **11.1 Analytical Support Work**

Analytical work anticipated to support EPA Regions, States, and other EPA and governmental pesticide programs. The contractor shall perform the following tasks including but not limited to :

- Backup sample analyses
- Duplicate and confirmational analyses

Analytical work on these smaller projects should involve no more than 25-50 samples.

For this task the contractor shall expect to use state-of-the-art techniques/equipment/instrumentation such as immunoassay, gas chromatographs (GCs), high performance liquid chromatographs (HPLCs), GC/MS, HPLC/MS, ASE, SFE, etc. Matrices, which are of interest are, but not limited to, soil, water, plants, wildlife, air, human tissues, fluids, clothing, food commodities, registered products, and household and farm apparatus, such as equipment supporting mixing, application and disposal of pesticides and pesticide solutions.

The contractor shall prepare complete study plans and complete reports of analytical work on each project and maintain secure archived files, including analytical data and instrument outputs. Final results shall be forwarded to the customers through the PO, APO, or WAM.

## **11.2 Monitoring & Enforcement Studies**

\_\_\_\_\_The contractor shall provide technical support for monitoring and enforcement studies that includes but is not limited to collecting pesticide residue data for OPP Divisions to make informed regulatory decisions and determining the impact of exposure to one or more pesticides for human and ecological exposure studies that may include:

- field dissipation and accumulation
- soil metabolism, mobility, hydrolysis and photolysis
- soil dislodgeable residue studies
- foliar pesticide residue studies

The contractor shall also conduct studies in the microbiology area including but not limited to:

- antimicrobial product efficacy
- plant incorporated pesticides
- public health issues related to the microbiological sciences

Some of the studies may be high priority projects to reconcile manufacturer's claims with OPP's registration/reregistration requirements, special reviews, and negotiated settlement dates with the registrants.

### **11.2.1 Prepare Study Plan**

\_\_\_\_\_The contractor shall prepare a Study Plan for each project, and that Plan shall provide study designs, including statistical approaches for number and location of samples required to be taken and analyzed, and the number and type of quality control samples that are required for the project. Within the Study Plan, the Contractor will have included a quality assurance project plan (QAPP) which describes the overall goals and data quality objectives of the study, a description of the analytical method in detail, a description of the QA/QC requirements, the sampling plan, calculations, documentation, and report format. When specific information and needs are known, the contractor shall prepare a short report for the PO, APO, or WAM addressing estimated resources, time, equipment/instruments required and other salient factors such as expected difficulties. The contractor shall work through technical issues and concerns with the requesting laboratory, keeping the PO, APO, or WAM informed. The Contractor may be asked to produce the design and development phases of the plan with or without completing the implementation phase.

### **11.3 Efficacy Testing**

\_\_\_\_\_The contractor shall provide testing support for activities in OPP Divisions, other EPA Offices including Regions, States and other U.S. and international governmental offices to monitor the performance of antimicrobial products against selected organisms.

### **11.4 Special Projects**

\_\_\_\_\_The contractor shall provide assistance in the following areas including but not limited to method development work, on-site assistance, and general assistance.

### **DELIVERABLES:**

- 1) Interim/draft reports as required within the timeframe specified in the Work Assignment.
- 2) A final report for each individual project within the timeframe specified in the Work Assignment.

### **ACCEPTANCE CRITERIA:**

- A Quality Assurance Project Plan (QAPP) is required for this task, adhering to OPP QAPP requirements, including compliance with FIFRA Good Laboratory Practices (GLPs). The QAPP must be approved by the EPA P.O., WAM, and OPP QAO. A QAPP addendum may be required for each different project. Some work can be expected to involve enforcement samples requiring strict chain-of-custody procedures. Internal audits of each completed individual project are required.

- The draft and final reports shall be submitted within the timeframe specified in the Work Assignment. The final report will completely address all of the required objectives, issues, deliverables, and schedules as specified in the Work Assignment.

#### 4. PERFORMANCE REQUIREMENTS SUMMARY TABLE

Performance Requirement	Performance Standard	Method of Surveillance	Acceptable Quality Limit	Incentive/ Disincentive
<b>General Requirements</b>				
Draft and final reports under all tasks.	Reports shall be submitted within the timeframe specified in the work assignment (WA).	EPA will document the date of receipt of each report.	85% of the draft and final reports submitted within the timeframe specified in the WA.	Increase/reduce fix fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 1: Analytical Methods Review</b>				
Contractor shall review pesticide analytical methods.	Reviews shall follow the SOPs. Reports will completely address all objectives in WA.	EPA will evaluate each draft and final report	No more than 25% of the initial report requires revisions	Increase/reduce fix fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 2: Laboratory Method Validation</b>				
Prepare for analyses and conduct preliminary testing of method.	Preparations completed and analyses started with 60 days of receiving WA. No deviations from written methods.	EPA will verify through phone conversations that analyses were started on schedule.	98% of the method validation analyses will start within 60 days. No deviations from written methods.	Increase/reduce fix fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Complete validation of method and submit report.	All SOPs, protocols, guidelines as specified in the WA are adhered to. Reports address all the areas as specified in the WA.	EPA will review all reports to determine if all protocols, etc were followed and to determine if the report is complete.	Initial Draft Reports require less than 25% revisions.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 3: Laboratory Method Indices</b>				
Scan methods into e-files and update indices.	Methods scanned accurately and completely. Indices accurately and completely update twice a year.	EPA will periodically review the efiles and indices for accuracy and completeness.	95% of the methods scanned accurately and completely, within the timeframe specified in WA. 100% of the Indices are complete and accurate.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Send methods to customers	All requests for information shall be completely fulfilled within 2 days.	EPA will review the logs of all requests.	95% of the requests fulfilled within 2 days.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 4: Inter-Lab State QA Program Support</b>				
Prepare Check Samples	Check samples prepared using established procedures and practices.	EPA will review all check sample reports.	95% of all check samples prepared completely and accurately within the timeframe in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Develop & Implement Plans for Check Sample Exercise Program	Program addresses methods, procedures, and objectives outlined in the WA	EPA will review and approve check sample exercise plans. EPA will review reports to States on results of implementation.	Plans should address 100% of the methods & procedures.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 5: Training Workshops for State Labs</b>				
Develop Workshop Plans; Prepare training materials; Handle logistics.	Work shops shall be prepared & conducted in a timely manner and completely address required objectives, issues & deliverables specified in the WA.	EPA will review and approve workshop plans, training materials, and draft and final reports.	Work shops should address 100% of the required objectives, issues and deliverables.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 6: Test Parameter Guidelines</b>				
Efficacy Test Methods	Test conditions shall be extracted from the most appropriate study submitted for registration of claims.	EPA will review parameters for the first 12 products for accuracy and completeness and spot check parameters thereafter.	100% of test parameters completed accurately and completely within the timeframe specified in WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Product Chemistry Test Methods	Test methods shall be extracted from the most appropriate study submitted	EPA will review each method for accuracy and completeness.	100% of the available methods copied and delivered within the timeframe specified in WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Test 7: Media, Reagents, Diluents, and Glass Prep for Antimicrobial Product Testing</b>				



<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Prepare Media & Reagents	Media/reagents prepared completely and accurately as specified in WA.	EPA will review each Media/Reagent Preparation sheet.	95% of all media/reagents prepared completely and accurately within the timeframe in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Evaluate Media & Reagents	Media/reagents evaluated completely and accurately as specified in WA.	EPA will review each Performance & Sterility Assessment sheet.	95% of all evaluations performed completely and accurately within the timeframe in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 8: National Repository</b>				
Log-In Requests	Requested standards logged -in accurately, completely, and in a timely manner on forms and in database.	EPA will review each request form for accuracy and completeness.	95% of all requests logged-in accurately and completely within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Prepare, Package & Ship Standards	Requested standards prepared, packaged, and shipped completely, accurately, and in a timely manner as specified in WA.	EPA will review each requested standard, before and after packaging,, for the first month and spot check thereafter.	100% of all requested standards filled completely and accurately within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Record Shipment	Shipped standards recorded accurately, completely, and in a timely manner on forms and in database.	EPA will review each completed record of shipments for accuracy and completeness for the first month and spot check thereafter.	95% of all shipped standards recorded accurately and completely within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Maintain Inventory	Standards must be ordered in a timely manner, logged-in, scanned, and stored accurately and completely as specified in WA.	EPA will spot check standard receipts, documents, and storage area twice a month.	95% of inventory maintained in a timely fashion with associated labels, forms, & database maintained accurately and completely	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 9: On-Site QC Services to the Microbiology Laboratory</b>				
Front End Processing	Control numbers and information on media/reagents, and supplies must be recorded accurately and completely within the timeframe specified in the WA.	EPA will check each entry during the first month and spot check thereafter.	95% of assigned control numbers and other information maintained accurately and completely within timeframe specified in WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Monitor Standard Equipment, etc.	Equipment, etc. must be monitored following established schedules and procedures as specified in the SOP.	EPA will review logs and check standard equipment as specified in the SOP.	All entries into logs must be 100% accurate and legible with correct notations for entry errors and entry omissions.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Maintain Operation of Equipment, etc.	Equipment, etc. must be maintained following established schedules and procedures as specified in the SOP.	EPA will review logs and check standard equipment as specified in the SOP.	All entries into logs must be 100% accurate and legible with correct notations for entry errors and entry omissions.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Track Prepared Media, Reagents, & Supplies	Prep numbers and information on media/reagents must be recorded accurately and completely within the timeframe specified in the SOP.	EPA will check prepared media, reagents, and supplies as specified in the SOP.	95% of assigned prep numbers and other information maintained accurately and completely within timeframe specified in SOP.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 10: Efficacy Test Support</b>				
Develop Study Protocol	Study Protocols shall be submitted within the timeframe specified in the WA.	EPA will document the date of receipt of the study protocol.	85% of the study protocols submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Testing Support	Conduct testing and report finding using established procedures as specified in the SOP.	EPA will review each report and document the date of receipt.	85% of the draft and final reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/ Disincentive</b>
Draft & Final Product Performance Reports	Reports shall be submitted within the timeframe specified in the WA and be accompanied by quality assurance documentation.	EPA will review each report, the quality assurance documentation, and document the date of receipt.	85% of the draft and final reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
<b>Task 11: Special Analytical Projects Support for Intra- and Inter-Agency Pesticide Program</b>				
Analytical Support Work	Study Plans and reports shall be submitted within the timeframe specified in the WA.	EPA will document the date of receipt of the study plans and reports.	85% of the draft and final study plans and reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Monitoring & Enforcement Studies	Study Plans and reports shall be submitted within the timeframe specified in the WA.	EPA will document the date of receipt of the study plans and reports.	85% of the draft and final study plans and reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).
Efficacy Testing	Study Plans and reports shall be submitted within the timeframe specified in the WA.	EPA will document the date of receipt of the study plan and reports.	85% of the draft and final study plans and reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Acceptable Quality Limit</b>	<b>Incentive/Disincentive</b>
Special Projects	Study Plans and reports shall be submitted within the timeframe specified in the WA.	EPA will document the date of receipt of study plans and reports.	85% of the draft and final study plans and reports submitted within the timeframe specified in the WA.	Increase/reduce fixed fee by no more than 1 percentage point based on biannual evaluations (numerical ratings by Tasks).

**APPENDIX A:**

LISTING OF

*STANDARD OPERATING PROCEDURES*

FOR BEAD LABORATORIES

Standard Operating Procedures	
OPP Microbiology Laboratory	
SOP	Title
EQ-01-02	Calibration and Maintenance of pH Meters
EQ-02-02	Calibration of Thermometers
EQ-03-02	Calibration and Maintenance of Weigh Balances
EQ-04-02	Systems Check for the Beckman (DU Series 500) Spectrophotometer
EQ-05-02	Calibration and Maintenance of Timers
EQ-06-02	Calibration of Kimble Class A Burets
EQ-08-02	Verification of Volume Dispensed and Maintenance of Oxford Automatic Dispenser and Hamilton Microlab 500
MB-01-01	Biosafety in the Laboratory
MB-02-02	Test Microbes for the AOAC Use-Dilution Method, AOAC Germicidal Spray Product Test, Germicidal Towelette Product Test, AOAC Confirmatory Tuberculocidal Test, and the AOAC Sporocidal Activity Test Method: Culture Initiation, Culture Maintenance and Quality Control
MB-03-02	Screening Carriers Used in Disinfectant Efficacy Testing
MB-04-02	Determining Carrier Counts
MB-05-02	AOAC Use Dilution Method for Testing Disinfectants
MB-06-02	Testing of Spray Disinfectants Against <i>Salmonella choleraesuis</i> , <i>Staphylococcus aureus</i> , <i>Pseudomonas aeruginosa</i> , and <i>Mycobacterium bovis</i> (BCG)
MB-07-02	Confirmatory Tuberculocidal Method for Testing Disinfectant Efficacy
MB-09-02	Testing of Towelette Disinfectants Against <i>Salmonella choleraesuis</i> , <i>Staphylococcus aureus</i> , <i>Pseudomonas aeruginosa</i> , and <i>Mycobacterium bovis</i> (BCG)
MB-10-01	Media and Reagents Used in Efficacy Testing of Disinfectants
QC-01-02	Quality Assurance of Purified Water
QC-02-02	Air/Surface Monitoring of Microbiology Laboratories
QC-03-02	Glass Washing and Detergent Residues Test
QC-04-02	Cleaning and Disinfection of Recirculating Chillers
QC-05-02	Monitoring Temperature of Incubators, Refrigerators, and Freezers

Standard Operating Procedures	
OPP Microbiology Laboratory	
SOP	Title
QC-06-02	Use and Maintenance of Biological Safety Cabinets + HEPA Filters
QC-07-02	Monitoring Water Temperature of Recirculating Chillers
QC-08-02	Monitoring Temperature/Humidity of the Sample Storage Room
QC-09-02	Establishment of Control Numbers and Tracking Laboratory Supplies
QC-10-02	Media and Reagents: Examination and Expiration Time
QC-11-02	Performance Assessment and Sterility Verification of Prepared Media and Reagents
QC-12-02	Sterility Check of Pre-Sterilized and Autoclaved Laboratory Supplies
QC-13-02	Performance Verification of Autoclaves
QC-14-02	Monitoring Temperature of Water Baths for Holding (Tempering) Media
QC-15-02	Media and Reagent Preparation: Assigning Prep and Sterilization Run Numbers
QC-16-02	VITEK: Establishment of Culture Identification Numbers
QC-17-02	VITEK: Quality Control Procedures
QC-18-02	Sterility Assessment of Disinfectant Product Samples
QC-19-02	Calibration of Eppendorf Pipettes Using the PCS 2 Pipette Calibration System
QC-20-01	Autoplate 4000 Automated Spiral Plater
ADM-01-02	Preparation and Review of Disinfectant Performance Reports
ADM-02-01	Preparation and Review of Standard Operating Procedures (SOPs)
ADM-03-01	Records and Archives
ADM-04-01	OPP Microbiology Laboratory Training Program
COC-01-02	Disinfectant Sample Login and Tracking
QA-01-02	Operations of the Quality Assurance Unit
QA-02-02	Internal Quality Assurance Audits
QA-04-01	Master Schedule Preparation
QMP-01-01	Quality Assurance Management Plan for the Office of Pesticide Programs Microbiology Laboratory at the Environmental Science Center Fort Meade, Maryland



Standard Operating Procedures OPP Environmental Chemistry Laboratory	
<b>SOP</b>	<b>Title</b>
ECME-01	Standard Evaluation Procedure (SEP) for Reviewing Environmental Chemistry Methods (ECMs)
ECME-02	Standard Operating Procedure for Conducting Environmental Chemistry Method Lab Evaluations (ECMLVs)
ECME-03	Standard Operating Procedure for the Tracking & Archiving of Environmental Chemistry Methods (ECMs)

Standard Operating Procedures OPP Analytical Chemistry Laboratory	
<b>SOP</b>	<b>Title</b>
	Tolerance Method Validations for Antimicrobial Survey Samples
	Tolerance Method Validations for Product Chemistry Method Validations
	Tolerance Method Validations for the EPA National Pesticide Standard Repository
	Reporting Results for Tolerance Method Validations and Product Chemistry Method Validation Projects
	Tolerance Method Validations for Completing the QA Project Plan Short Form
	Tolerance Method Validations for Washing Laboratory Glassware
	Tolerance Method Validations for Monitoring Laboratory Refrigerators and Freezers

ATTACHMENT 2

MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLAN

**MINIMUM STANDARDS FOR EPA CONTRACTORS'**  
**CONFLICT OF INTEREST PLANS**

1. **PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). As required by clause L.xx, in order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. **COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved\* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

\* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

### 3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

#### A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

#### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

#### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the

company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

**D. Personal Certification**

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

**E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification**

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

**F. Annual Certification**

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

**G. Notification and Documentation**

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the

actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

#### **H. Training**

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### **I. Subcontractor's COI Plans**

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS



**INVOICE PREPARATION INSTRUCTIONS****SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U. S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE- PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE- COMPLETION VOUCHER" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE- FINAL VOUCHER" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

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(Name of Official)

---

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS****SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U. S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing

in the contract.

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**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

### **SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by

trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and

designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except



when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

## SOURCE SELECTION SENSITIVE INFORMATION

Name of offeror: \_\_\_\_\_  
\_\_\_\_\_

Contract Information  
(supplied by offeror)

Name of Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_ Contract  
Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

The ratings below are supplied by the contractor identified above, NOT the  
offeror.

N/A - Not Applicable

**5 - Exceptional-** Performance meets contract requirements and significantly exceeds contract requirements to the Government's benefit. For example, the contractor implemented innovative or business process reengineering techniques, which resulted in added value to the Government. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**4 - Very Good-** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**3 - Satisfactory-** Performance meets contractual requirements. The contractual performance of the

element or sub-element contains some minor problems for which proposed corrective actions taken by the contractor appear satisfactory, or completed corrective actions were satisfactory.

**2 - Marginal-** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has submitted minimal corrective actions, if any. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**1 - Unsatisfactory-** Performance does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**0 - Incompetent-** Performance never meets contractual requirements and damages have resulted from performance. The contractual performance of the element or sub-element is totally insufficient and without merit.

Performance Elements	0	1	2	3	4	5
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						

8. Customer Satisfaction						
9. Overall Performance						

10. Remarks on outstanding performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

11. Remarks on unsatisfactory performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with \_\_\_\_\_ again?  
(insert offeror’s name)

14. Information provided by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address (Street and P.O. Box): \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Time of Call: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

15. Questionnaire completed by:

Name of EPA Employee: \_\_\_\_\_

Signature of EPA Employee: \_\_\_\_\_

Title: \_\_\_\_\_

Date Questionnaire Completed: \_\_\_\_\_

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER



Client Authorization Letter #1

(Note: For clients who are listed as references but who are not requested to fill out the past performance questionnaire)

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-03-10785 for the procurement of BEAD Laboratories Mission Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_  
\_\_\_\_\_.  
(offeror's point-of-contact)

Sincerely,

**Client Authorization Letter #2**

**(Note: For the maximum of ten (10) clients who are listed as references and who are requested to fill out the past performance questionnaire)**

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-03-10785 for the procurement of BEAD Laboratories Mission Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. Accordingly, you are requested to fill out the attached Past Performance Questionnaire and forward it to the following address no later than 10 days after (insert the proposal due date):

Eula Irick, Contracting Officer  
Program Contract Service Center  
US Environmental Protection Agency  
1200 Pennsylvania Avenue  
Washington DC 20460

Additionally, EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information. If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
(offeror's point-of-contact)

Sincerely,

Attachment (4) Past Performance Questionnaire

ATTACHMENT 6

SUBCONTRACTING PLAN OUTLINE

**SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS****MODEL SUBCONTRACTING PLAN OUTLINE\***

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$\_\_\_\_\_

Period of Contract Performance (MO &amp; YR) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plans. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

## 1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract: \$\_\_\_\_\_ and \_\_\_\_\_ %.
  
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
  
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
  
- D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \* \$\_\_\_\_\_ and \_\_\_\_\_ %.
  
- E. Total estimated dollar value and percentage of planned subcontracting in Labor Surplus areas: \*\$\_\_\_\_\_ and \_\_\_\_\_ %.
  
- F. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities: \* \$\_\_\_\_\_ and \_\_\_\_\_ %.

(\* expressed as a percentage of "A")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them (i.e., LARGE BUSINESS (LG), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB))

(check all that apply)

Subcontracted Product/Service	LG	SB	SDB
_____			
_____			
_____			
_____			
_____			

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(Attach additional sheets if necessary)

4. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined. (Include any source lists used in the determination process.)

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5. Indirect costs have been \_\_\_\_ have not been \_\_\_\_ included in the dollar and percentage subcontracting goals stated above. (Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business and small disadvantaged business concerns.

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7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. For example, duties may include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses;
- E. Make arrangements for the utilization of various sources for the identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS).
- F. Overseeing the establishment and maintenance of contract and



subcontract award records;

- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,
- M. Other duties \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### 8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
  - 1. Contacting minority and small business trade associations;

2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS); and
5. Newspaper, magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small and small disadvantaged business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Flow Down Clauses

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 19.704(a)(4)).

10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the

subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF 295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SFs 294 and 295.

Reporting Period	Report	Due Date
Oct 1 - Mar 30	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

ADDRESSEES:

- (a) SF 294 to be submitted to cognizant Contracting Officer
- (b) SF 295 to be submitted to:

U. S. Environmental Protection Agency  
Office of Small and Disadvantaged Business Utilization  
401 M Street, S.W. (1230C)  
Washington, D.C. 20460

11. Record-keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. Small and small disadvantaged business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,00 which indicate for each solicitation (1) whether small business concerns were solicited; and if not, why not; (2) whether small disadvantaged business concerns were solicited; and

if not, why not; and (3) reason for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award;

- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)

G. Additional records: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This subcontracting plan was submitted by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

ATTACHMENT 7

PROPOSAL PREPARATION INSTRUCTIONS

**INSTRUCTIONS FOR PREPARATION OF WRITTEN PROPOSAL**

Responses submitted for this request for proposals (RFP) should adhere to the format and content instructions set forth below. These instructions have been specifically tailored to the process and the evaluation criteria to be applied during proposal evaluation. Any inconsistencies between the various sections of an Offeror's response must be fully explained. A significant inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the work required, and ability to perform the contract.

The Offeror's response should demonstrate their understanding of this procurement and capability for performance in a concise, logical, manner and should not contain superfluous material which is not directly related to this procurement.

- A. Introduction.** Each Offeror should submit 7 sets (a clearly marked original plus 6 copies with each Part and Section of information under a separate tab divider) of the following information in response to this request for proposals in accordance with the below instructions.

**Cover Letter/Executive Summary** (Not to exceed 2 pages) - A brief summary of the Offeror's capability in regards to this specific solicitation, within the page limitation.

**Part I.** Offer: Executed SF 33 and appropriate RFP SECTION fill-in information, including SECTION K, signed by an authorized organizational representative(see paragraph B below for more information);

**Part II.** Technical/Staffing and Quality Assurance: Written information outlining the Offeror's experience, past performance, staff capability and availability, and facilities to perform the prospective contract; Quality Assurance Management Plan and Project Plans

**Part III.** Cost/Business: Written information supporting the Offeror's proposed costs and Business (Financial) Status.

Proposals shall be submitted on 8½ by 11 inch paper, except for foldouts used for charts, tables, appendices or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece

of paper with printing on both sides is considered 2 pages. Margins (excluding headers and footers) shall be no less than 1 inch on both sides, top and bottom of the page. Regular text print type shall not be less than 10 points or more than 12 character per inch, and shall not exceed 6 lines to the vertical inch. There is not page limitation overall, but where a page limitation is stated herein for a particular proposal section or part, it must be adhered to. Pages beyond the stated page limitation will not be evaluated or reviewed.

All offerors submitting a proposal should conform to the instructions and rules of SECTION L in this solicitation. If an Offeror does not understand these instructions, then they should write to the Contracting Officer for clarification in accordance with "EP 52.215-110" as referenced earlier to get an answer in time to meet the solicitation deadline.

**B. Offer (Part I).** The Offeror shall include only the following in PART I:

1. RFP Section A, Standard Form (SF) 33, "Solicitation, Offer, and Award," blocks 12 through 18;
2. RFP Section B and H, "Estimated Cost and Fixed Fee," "Option to Extend the Term of the Contract--Cost Type Contract", "Option for Increased Quantity--Cost Type Contract" with the Offeror's insertions of its proposed prices in the appropriate blank spaces for each contract line item on which the Offeror is making a proposal.
3. RFP Section H, "Key Personnel," with the Offeror's insertions of its proposed key personnel (be they prime or subcontractor personnel) in the appropriate space;
4. RFP Section K, "Representations, certifications, and other statements of Offerors or quoters."
5. Organizational Conflicts of Interest Certification. Submit a completed certification in accordance with Section K certification.
6. Statement, Briefly (not to exceed 1 page) state your agreement to all the terms and conditions of the contract resulting from this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof, or provide an

explanation for any exceptions.

**NOTE:** Offerors should not reproduce the entire contents of RFP Sections B through K. Only include those items necessary to evaluate the proposal.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the contract (i.e., RFP sections A through K).

If an Offeror intends to make an alternate proposal of terms and conditions that differ from or supplement those contained in the contract, then the Offeror must state those alternate terms and conditions in a letter attached to the offer. The same representative of the Offeror who signed SF 33, block 17, must sign the letter. The Government warns Offerors that it reserves the right to award this contract without discussions, in accordance with FAR 15.306(a)(3) and 52.215-1(f)(4). By making an alternate proposal the Offeror may, either intentionally or inadvertently, render its proposal unacceptable, unless the RFP expressly states that the Government will entertain an alternative proposal with regard to a specific term or condition of the request for proposals. In the absence of discussions, the Government will give Offerors no opportunity to modify their proposals to eliminate deficiencies.

**C. Technical Staffing (Part II).**

Offerors should concentrate on the specialized technical requirements outlined in the Statement of Work and the Evaluation Criteria of SECTION M for this solicitation in the preparation of their technical proposal. For Part II, the Offeror must prepare and submit the following:

1. Past Performance Reference Matrix. Provide a Past Performance Reference Matrix in accordance with Section L clause entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."



2. Resumes for Proposed Key Personnel.

- (a) Proposed key personnel are those persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, who will occupy any of the following positions or perform any of the following duties during the term of the prospective contract. Since it is probable that 2 work assignments will be active in a contractor performance area at any one time both a primary and secondary task leader should be specified:

*Project Manager*

*Deputy Project Manager*

Resumes for key personnel (limited to 3 pages per resume) shall include education completed, and briefly/concisely identify verifiable experiences with emphasis on skills and experiences directly related and relevant to this solicitation *that will allow them to effectively serve in technical leadership roles as the Offeror performs work under this solicitation.*

- (b) Briefly (not to exceed 1 page) state your intentions for providing staff other than key personnel.
- (c) Include as part of the staffing proposal a matrix outlining staff availability and overall time commitment for all other projects.

3. Staffing. Provide/briefly (not to exceed 6 pages) discuss:

- (a) staffing matrix by proposed labor categories by SOW performance area, discussing any deviation from the Government's estimate of staffing;
- (b) identify the education/experience qualifications for each labor category being proposed and not identified as a key personnel; and
- (c) your organization/team staffing capabilities to include depth and breadth of skills, experience and personnel.

4. Quality Assurance Management Plan and Quality Assurance Project Plan:

The offeror shall describe its Quality Assurance Management Plan and

Quality Assurance Project Plan. Any plan submitted must meet the requirements of ANSI/ASQC E-4. The following EPA web site provides guidance on the preparation of quality assurance plans.

<http://www.epa.gov/quality>

**D. Cost/Business Proposal (Part III).**

**As prescribed by 52.215-1(f)(4), the Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.**

**A. Cost/Price Information**

Adequate price competition is expected to exist, and this action is therefore exempt from the requirement for submission of cost or pricing data. In submitting your proposal, you must include an index, appropriately referenced, of all the pricing data and information accompanying or identified in the proposal.

Any information submitted must support the price proposed. Include sufficient detail or cross-references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanation or supporting rationale as needed to permit the Government to evaluate the documentation. Such information is not considered cost or pricing data, and will not require certification in accordance with FAR 15.403-1.

Offerors shall submit a budget summary for the entire 60 month contract period of performance, and a separate summary for each year. Budget summaries shall *clearly identify* the following information as applicable:

1. Submit your price breakdown utilizing Standard Forms (SF) 1448 and a spreadsheet. Submit your price information as follows:
  - (i) A completed and signed summary SF-1448, summarizing the base period and all option years, with backup supporting details on a spreadsheet.

(ii) For the base period and for each year, provide a year summary on a SF-1448, with backup supporting details on a spreadsheet.

2. Below is the Government's Estimate of Staffing believed to be necessary for the successful completion of this contract over the contract period of performance. The Offeror shall propose staffing that would satisfy EPA requirements, as stated in the SOW and describe their staffing distribution rationale. Please note the estimate of staffing is identical for the optional quantity amounts within each period.

P-4 = Project and Deputy Project Managers

P-2 = Chemists and Microbiologists

P-1 = Laboratory Technicians or Support Specialists

Labor Category:	Period	Total Amount of Hours (Base Qty)	Total Amount of Hours (Opt Qty)
P-4	Base	634	634
	Option I	634	634
	Option II	634	634
	Option III	634	634
	Option IV	634	634
P-2	Base	1,922	1,922
	Option I	1,922	1,922
	Option II	1,922	1,922
	Option III	1,922	1,922
	Option IV	1,922	1,922
P-1	Base	1,922	1,922
	Option I	1,922	1,922
	Option II	1,922	1,922
	Option III	1,922	1,922
	Option IV	1,922	1,922
Clerical	Base	1,922	1,922
	Option I	1,922	1,922
	Option II	1,922	1,922
	Option III	1,922	1,922

Option IV 1,922

1,922

- 
3. Submit with your proposal any information necessary to determine the reasonableness of your price/cost, including, the nature and amount of any contingencies included in the proposed price.
4. Offeror shall, at a minimum, briefly address the following areas:
- (i) Labor Rates: Indicating the types or categories of labor being proposed together with labor hours for each category, indicating rate of compensation. State the number of any additional direct labor (new hires) will be required during the performance period of this acquisition.
  - (ii) Productive Hours: Provide your definition of productive hours and how vacation, sick and other types of leave are accounted for and charged.
  - (iii) Indirect Rates: Discuss your proposed rates and your ceiling rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded the contract?
  - (iv) Escalation: Include escalation in your labor rates, and identify yearly increases.
  - (v) Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the subcontractor shall be furnished:
    - (1) Name and address of the subcontractor or consultant.
    - (2) Identify the individuals' name, positions and the portion of work to be conducted by the subcontractor or consultant.

- (3) Cost/price proposal (use SF 1448 with supporting information as necessary) .

**NOTE:** Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. A cost/price analysis report must accompany each named subcontractor/consultant as defined at FAR 15.404-3.

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.
- (5) A cost or price analysis of each subcontractor /consultant proposal as required under FAR 15.404-3.

Include the percentage of subcontracting in terms of direct productive hours and in dollars.

- (vi) Contingencies: In addition, submit any information reasonably required to explain your cost/price proposal including the nature and amount of any contingencies included in the proposed cost/price.
- (vii) Other Direct Costs: Labor will not be reimbursed as an Other Direct Cost (ODCs). ODCs consist of travel, audio/visual, reproduction/copying, supplies, postage/courier, communications, and other miscellaneous expenses. For evaluation purposes, offerors are required to propose the other direct costs total listed under Section B Clause "Other Direct Costs", Section H Clause "Option to Extend the Term of the Contract" and Section H Clause "Option for Increased Quantity". Fee is not permitted on ODCs. Offerors are to provide a breakout of ODCs by category, task and year, based on their proposal.
- (viii) Fee: The fee must not exceed the statutory limitations on fee as stated in FAR 15.404-4(c)(4)(i) .

5. Other Division: If other divisions, subsidiaries, a parent or

affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy.

6. Right of Examination: In accordance with FAR 52.215-2, "Audit and Records - Negotiation," the U.S. EPA reserves the right to perform adequate evaluations as necessary to determine reasonableness.
7. Facilities Capital and Cost of Money. If you intend to claim facilities capital and cost of money as a cost element of your proposal, you must complete and include Form CASB-CMF in your cost proposal. Form CASB-CMF is not required of Offerors who submit the form to support forward pricing rate agreements or who otherwise make annual submissions of the form to U.S. EPA or a cognizant administrative or auditing office.
8. ADP Services/Equipment. If Contractor-owned (including leased/rented) ADP services are anticipated in carrying out the requirements of the project, the information shall be documented by the Contractor on a separate sheet of paper and returned with the SF-1448. If there will be no Contractor owned equipment/software utilized, so indicate in the proposal.
9. Subcontracting Plan. As prescribed by FAR 52.219-9, if the total contract price is expected to exceed \$500,000, the offeror shall include a statement in its offer relative to subcontracting opportunities under the proposed contract. The offeror shall state that there will be subcontracting, or that the offeror has determined that all work will be done in-house. If there will be subcontracting opportunities, the offeror shall submit a subcontracting plan as prescribed in FAR 52.219-9. If it is determined there will not be subcontracting opportunities, the offeror shall submit a statement of circumstances supporting this determination. All subcontracting plans and statements supporting the absence of subcontracting opportunities must be acceptable to the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan or a statement supporting the absence of subcontracting opportunities shall render the offeror ineligible for award of a contract.

Subcontracting plans must provide breakouts of percentages and dollar values associated with small businesses, small disadvantaged businesses, woman-owned businesses, historically black universities, and other

minority institutions as compared to the total amount bid for this effort.

**NOTE:** U.S. EPA subcontracting goals are as follows:

Small Businesses 50%; Small Disadvantaged Businesses 20%; Women-Owned Businesses 6%; HUBZone 3%; and Service Disabled Veterans 3%. Each proposal will be evaluated on a case-by-case basis. The participation of small businesses, small disadvantaged businesses, woman-owned businesses, historically black universities, and other minority institutions, is encouraged. The subcontracting plan will be considered in the ultimate award decision. See Section M, Evaluation Factors for Award.